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HUDSON PRIVATE LP,	: Civ. Action No. 7:22-cv-05520-JGLC
	:
Plaintiff,	:
	:
v.	:
	:
CREATIVE WEALTH MEDIA FINANCE CORP.,	:
	:
Defendant.	:
	:
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CHRISTOPHER CONOVER declares pursuant to 28 U.S.C. § 1746 as follows:

The Shadowplay Loan

3. Plaintiff funded the Shadowplay Loan with two payments of \$1.5 million (minus minimal fees), as evidenced by Defendant's bank records attached as Exhibit B and Exhibit C.

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5. In the Note, Defendant promised to pay the Principal Note Amount plus accrued interest thereon on the date which is the earlier of: (a) twelve months from the “delivery” of the final episode of the Project; or (b) December 31, 2021 (the “Maturity Date”).

6. The final episode of the Project aired before December 31, 2021, which means it was “delivered” prior to such date.

7. In all events, the Maturity Date is no later than December 31, 2021.

8. Under the Note, the Principal Note Amount accrued interest from July 16, 2020 at the rate of 10% per annum, compounded annually thereon.

9. Pursuant to Section 4.1 of the Note, an “Event of Default” includes Defendant’s failure to pay the Principal Note Amount or accrued interest thereon by the Maturity Date.

10. Defendant failed to pay the Principal Note Amount plus accrued interest thereon, or any portion thereof, to Plaintiff on or before the Maturity Date (or any time thereafter).

11. Thus, the Note is currently in default.

12. Under Section 2.1 of the Note, if the Principal Note Amount plus accrued interest thereon is not paid by the Maturity Date, Plaintiff is entitled to additional interest of 1.5% per month commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts are fully repaid.

13. Plaintiff is entitled to pre-judgment and post-judgment interest: (a) on the Principal Note Amount, at the rate of 10% per annum (compounded annually) from July 16, 2020 through December 31, 2023, which amounts to \$3,551,429.03; and (b) on the entire outstanding balance, at the rate of 1.5% per month from January 3, 2022, which amounts to \$4,739,950.96 through December 31, 2023. My calculations are as follows:

Date	Balance	Notes
7/16/2020	\$ 3,000,000.00	Beginning Balance
7/16/2021	\$ 3,300,000.00	10% annual contractual interest
10/31/2021	\$ 3,447,989.35	168 days between 7/16 and 12/31 - discounting the 10% annual rate to a daily rate
12/31/2021	\$ 3,551,429.03	End of year 2021 balance, with 2 months at 1.5% penalty rate
12/31/2022	\$ 4,190,686.26	1.5% monthly penalty rate for 12 months on the 12/31/21 balance
12/31/2023	\$ 4,945,009.78	1.5% monthly penalty rate for 12 months on the 12/31/22 balance

14. In Section 5.5 of the Note, Defendant agreed to reimburse Plaintiff for all reasonable attorneys' fees and expenses incurred by Plaintiff in connection with the collection and enforcement of the Note. The total attorneys' fees and expenses incurred by Plaintiff, through December 31, 2023, is \$58,660.13, as reflected in invoices from Plaintiff's counsel attached as Exhibit D.

15. I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 11, 2024 in Pearl River, New York.



CHRISTOPHER CONOVER